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Attorney for Plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Susan Drake,

Plaintiff,

vs.

Lincoln National Corporation, The
Lincoln National Life Insurance
Company, Liberty Life Assurance
Company of Boston d/b/a Lincoln Life
Assurance Company of Boston, Yavapai
Regional Medical Center Foundation,
Yavapai Regional Medical Center Plan,
Defendants.

Case No:

Complaint

Now comes the Plaintiff Susan Drake (hereinafter referred to as the “Plaintiff”), by and through her attorney, John E. Phillips, and complaining against the Defendants, she states:

Jurisdiction

1. Jurisdiction of the court is based upon the Employee Retirement Income Security Act of 1974 (ERISA); and in particular, 29 U.S.C. §§1132(e)(1) and 1132(f). Those provisions give the district courts jurisdiction to hear civil actions brought to recover employee benefits. In addition, this action may be brought before this Court pursuant to 28 U.S.C. §1331, which gives the Court jurisdiction over actions that arise under the laws of the United States.

Parties

2. Plaintiff is a resident of Yavapai County, Arizona.

1 3. Upon information and belief, Yavapai Regional Medical Center Foundation
2 (hereinafter the “Company”), sponsored, administered, and purchased a group long term
3 disability insurance policy which was insured by Liberty Life Assurance Company of
4 Boston doing business as Lincoln Life Assurance Company of Boston (hereinafter
5 “Liberty”). The specific Liberty group disability policy is known as Policy No. GF3-860-
6 066653-01 (hereinafter referred to as the “Policy”). The Company’s purpose in
7 sponsoring and purchasing the Liberty policy was to provide disability insurance for its
8 employees. Upon information and belief, the Liberty policy may have been included in
9 and part of the Group Long Term Disability Plan for Employees of the Company
10 (hereinafter “Plan”) and was created to provide the Company’s employees with disability
11 benefits. At all times relevant hereto, the Plan constituted an “employee welfare benefit
12 plan” as defined by 29 U.S.C. §1002(1). Lincoln National Corporation (hereinafter
13 “Lincoln National”) is the parent company of both Lincoln and Liberty.

14 4. The Policy states its: “Governing Jurisdiction is Arizona and subject to the
15 laws of that State.”

16 5. Upon information and belief, The Lincoln National Life Insurance
17 Company (hereinafter “Lincoln”) functioned as the claims administrator of the Policy;
18 however, pursuant to the relevant ERISA regulation, the Company, Liberty, and/or the
19 Plan may not have made a proper delegation or properly vested fiduciary authority or
20 power for claim administration in Lincoln. The Company is responsible for Lincoln’s
21 actions and decisions.

22 6. Lincoln is an Indiana corporation with its principal place of business at
23 1301 S Harrison St., Fort Wayne, IN 46802-3425 and is present and doing business in the
24 State of Arizona.

25 7. Lincoln National is an Indiana Corporation with its principal place of
26 business at 150 North Radnor Chester Road, Radnor Financial Center, Radnor, PA
27 19087.

Act (“ERISA”) to ensure an insured “knows exactly where he stands.” *Firestone Tire and Rubber Company v. Burch*, 489 U.S. 101, 109 S.Ct. 948, 103 L.Ed.2d 80, 103 (1989); *Metropolitan Life Ins. Co. v. Glenn*, 554 U.S. 105, 106, 128 S.Ct. 2343, 171 L.Ed.2d 299 (2008) (“That conclusion is clear where it is the employer itself that both funds the plan and evaluates the claim, but a conflict also exists where, as here, the plan administrator is an insurance company. For one thing, the employer's own conflict may extend to its selection of an insurance company to administer its plan. For another, ERISA imposes higher-than-marketplace quality standards on insurers, requiring a plan administrator to “discharge [its] duties” in respect to discretionary claims processing “solely in the interests of the [plan's] participants and beneficiaries,” 29 U.S.C. § 1104(a)(1); underscoring the particular importance of accurate claims processing by insisting that administrators “provide a ‘full and fair review’ of claim denials,” *Firestone, supra*, at 113, 109 S.Ct. 948; and supplementing marketplace and regulatory controls with judicial review of individual claim denials, see § 1132(a)(1)(B).”)

17. Incident to her employment, Plaintiff was a covered employee pursuant to the Plan and the relevant Policy and a “participant” as defined by 29 U.S.C. §1002(7). Plaintiff seeks disability income benefits from the Plan and the relevant Policy pursuant to §502(a)(1)(B) of ERISA, 29 U.S.C. §1132(a)(1)(B), as well as any other employee benefits she may be entitled to from the Company, the Plan and/or any other Company Plan as a result of being found disabled in this matter.

18. After working for the Company as a loyal employee for 16 years, Plaintiff became disabled due to serious medical conditions and was unable to work in her own occupation as a Registered Nurse (Dictionary of Occupational Titles No. 075.364-010). Plaintiff has remained disabled as that term is defined in the relevant Policy continuously since August 29, 2020 and has not been able to return to work in Plaintiff’s own occupation as a result of her serious medical conditions.

19. The relevant policy provisions and definition of disability governing Plaintiff’s long-term disability claim is as follows:

“Disability” or “Disabled” means:

1 1. For persons other than pilots, co-pilots, and crewmembers of an aircraft:

- 2 i. that during the Elimination Period and the next 24 months of Disability the
3 Covered Person, as a result of Injury or Sickness, is unable to perform the Material
4 and Substantial Duties of his Own Occupation; and
5 ii. thereafter, the Covered Person is unable to perform, with reasonable continuity,
6 the Material and Substantial Duties of Any Occupation.

7 2. With respect to Covered Persons employed as pilots, co-pilots and crewmembers of
8 an aircraft:

9 “Disability” or “Disabled” means as a result of Injury or Sickness the Covered
10 Person is unable to perform the Material and Substantial Duties of Any
11 Occupation.

12 “Injury” means bodily impairment resulting directly from an accident and
13 independently of all other causes. For the purpose of determining benefits under this
14 policy:

- 15 1. any Disability which begins more than 60 days after an Injury will be considered a
16 Sickness; and
17 2. any Injury which occurs before the Covered Person is covered under this policy,
18 but which accounts for a medical condition that arises while the Covered Person is
19 covered under this policy will be treated as a Sickness.

20 “Sickness” means illness, disease, pregnancy or complications of pregnancy.

21 “Material and Substantial Duties” means responsibilities that are normally required to
22 perform the Covered Person's Own Occupation, or any other occupation, and cannot be
23 reasonably eliminated or modified.

24 “Own Occupation” means the Covered Person's occupation that he was performing
25 when his Disability or Partial Disability began. For the purposes of determining
26 Disability under this policy, Liberty will consider the Covered Person's occupation as it
27 is normally performed in the national economy.

28 “Partial Disability” or “Partially Disabled” means the Covered Person, as a result of
29 Injury or Sickness, is able to:

- 1 1. perform one or more, but not all, of the Material and Substantial Duties of his Own
- 2 Occupation or Any Occupation on an Active Employment or a part-time basis; or
- 3 2. perform all of the Material and Substantial Duties of his Own Occupation or Any
- 4 Occupation on a part-time basis; and
- 5 3. earn between 20.00% and 80.00% of his Basic Monthly Earnings.

6 “Physician” means a person who:

- 7 1. is licensed to practice medicine and is practicing within the terms of his license; or
- 8 2. is a licensed practitioner of the healing arts in a category specifically favored under
- 9 the health insurance laws of the state where the Treatment is received and is
- 10 practicing within the terms of his license.

11 It does not include a Covered Person, any family member or domestic partner.

12 “Proof” means the evidence in support of a claim for benefits and includes, but is not
13 limited to, the following:

- 14 1. a claim form completed and signed (or otherwise formally submitted) by the
- 15 Covered Person claiming benefits;
- 16 2. an attending Physician's statement completed and signed (or otherwise formally
- 17 submitted) by the Covered Person's attending Physician; and
- 18 3. the provision by the attending Physician of standard diagnosis, chart notes, lab
- 19 findings, test results, x-rays and/or other forms of objective medical evidence in
- 20 support of a claim for benefits.

21 Proof must be submitted in a form or format satisfactory to Liberty.

22 “Regular Attendance” means the Covered Person's personal visits to a Physician which
23 are medically necessary according to generally accepted medical standards to
24 effectively manage and treat the Covered Person's Disability or Partial Disability.

25 Disability Benefit

26 When Liberty receives Proof that a Covered Person is Disabled due to Injury or
27 Sickness and requires the Regular Attendance of a Physician, Liberty will pay the
28 Covered Person a Monthly Benefit after the end of the Elimination Period, subject to
29

1 any other provisions of this policy. The benefit will be paid for the period of
2 Disability if the Covered Person gives to Liberty Proof of continued:

- 3 1. Disability;
- 4 2. Regular Attendance of a Physician; and
- 5 3. Appropriate Available Treatment.

6 The Proof must be given upon Liberty's request and at the Covered Person's
7 expense. In determining whether the Covered Person is Disabled, Liberty will not
8 consider employment factors including, but not limited to, interpersonal conflict in
9 the workplace, recession, job obsolescence, paycuts, job sharing and loss of a
10 professional or occupational license or certification.

11 For purposes of determining Disability, the Injury must occur and Disability must
12 begin while the Employee is insured for this coverage.

13 20. Lincoln found Plaintiff disabled as of August 30, 2020, and began paying
14 Plaintiff long-term disability benefits on November 28, 2020.

15 21. On February 26, 2021, Lincoln notified Plaintiff her long-term disability
16 benefits were terminated as of February 27, 2021 on the purported basis that Plaintiff's
17 treating physician had concluded Plaintiff had no restrictions or limitations preventing
18 Plaintiff from working.

19 22. The Policy provides a maximum of 24 months of payable benefits, given
20 Plaintiff first became disabled at 65 years of age and as Lincoln terminated Plaintiff's
21 long-term disability benefits after only three months of paid benefits, 21 months of
22 benefits remain unpaid.

23 23. Plaintiff's treating physician Dr. Blake Peterson found Plaintiff had no
24 restrictions or limitations due to Plaintiff's reconstructive foot surgery, but Plaintiff
25 remained severely limited specifically to avoid worsening of Plaintiff's pes cavus of the
26 feet bilaterally, right peroneal muscle injury, calcaneal inversion and plantar flexed first
27 ray of the feet bilaterally.

1 24. Lincoln also hired a desktop-reviewing, non-examining, medical consultant
2 Dr. Chirag Patel who instructed Dr. Peterson to contact Dr. Patel within 10 days of
3 February 23, 2021 to discuss Plaintiff's medical conditions.

4 25. On February 23, 2021, prior to waiting for Dr. Peterson's response, Dr.
5 Patel informed Lincoln that he was unable to speak with Dr. Peterson, and stated to
6 Lincoln that Plaintiff's neuralgia, neuritis, and instability are "not impairing" despite
7 acknowledging these impairments require ongoing use of a right ankle brace and resulted
8 in continuing pain and discomfort.

9 26. Upon information and belief, Dr. Patel's incomplete report (by Dr. Patel's
10 own terms) was purchased by Lincoln for \$472.50 through Network Medical Review
11 Company, LTD., an ExamWorks Company.

12 27. Upon information and belief, Lincoln hired Dr. Patel based on Lincoln's
13 biased intention to terminate Plaintiff's claim as ExamWorks' history of bad faith and
14 post-hoc approach to medical analysis is a common issue before the courts. *Haukaas v.*
15 *Liberty Mut. Ins. Co.*, No. 4:20-CV-04061-KES, pg. 1 (D. S.D. 2021) (ordering Liberty
16 to provide additional discovery to address Haukaas' claims of bad faith by Liberty in
17 hiring ExamWorks to provide a medical opinion from a non-examining, desktop
18 reviewing medical consultant who supported the termination of Haukaas' long-term
19 disability benefits after Liberty found Haukaas could not perform the substantial and
20 material duties of her own occupation as a certified nursing assistant.); *Paschal v. Am.*
21 *Family Mut. Ins. Co.*, No. C14-1640RSM, pg. 8 (W.D. Wash. 2015)(granting Paschal's
22 motion to compel discovery, requiring American Family Mutual Insurance Company to
23 disclose information about payments made to its third party non-examining medical
24 consultants for the six years prior, as such information is relevant to the conflict of
25 interest American Family Mutual Insurance Company had in both being responsible for
26 administering Paschal's claim and in paying Paschal's benefits if such a claim is
27 awarded.)

28 28. Dr. Peterson sent Dr. Patel a letter on March 8, 2021, explaining Plaintiff
29 did not have any restrictions from a surgical stand point, but Plaintiff's pain and disability

1 due to her underlying cavus foot deformity remained, yet at that point Lincoln had
2 already terminated Plaintiff's long-term disability benefits on the false representations
3 and conclusions of Dr. Patel.

4 29. Plaintiff appealed, obtaining and submitting to Lincoln detailed medical
5 statements from Dr. Peterson, as well as vocational opinion evidence verifying the actual
6 requirements of Plaintiff's own occupation as a Registered Nurse.

7 30. Dr. Peterson found Plaintiff would be:

- 8 a. Absent from work as a result of impairments or treatment more than four
9 times a month.
- 10 b. Plaintiff could only "occasionally" (defined as "up to one-third of an 8-hour
11 workday") lift and/or carry 10 pounds.
- 12 c. Plaintiff could only "frequently" (defined as "two-thirds of an 8-hour work
13 day") lift and/or carry less than five pounds.
- 14 d. Plaintiff could only stand in an 8 hour working day (with normal breaks)
15 and be productive less than one hour.
- 16 e. Plaintiff could only sit in an 8-hour work day and be productive six hours.
- 17 f. Plaintiff could never safely: climb, balance, stoop, kneel, crouch, or crawl.

18 31. Vocational Expert Mr. Mark Kelman confirmed Plaintiff's limitations and
19 restrictions as determined by Dr. Peterson precludes Plaintiff from performing the
20 material and substantial duties of her own occupation as a registered nurse, which
21 requires the ability to lift and carry 50 pounds occasionally, 20 pounds frequently, and
22 that Plaintiff could not sustain work as a registered nurse if she will miss more than four
23 times a month on a regular and ongoing basis.

24 32. On May 16, 2022, Lincoln denied Plaintiff's appeal, stating an unnamed
25 "Disability Nurse Case Manager" had concluded there was insufficient evidence to
26 support impairment or restriction after February 27, 2021 and that updated examination
27 findings and medical records would be needed to determine ongoing impairments and
28 restrictions after February 27, 2021.

1 33. Lincoln’s reliance on a lack of specific examination of Plaintiff is clear bad
2 faith, as Lincoln purportedly relies on the *non-examining* medical opinions of Dr. Patel
3 and a “Disability Nurse Case Manager” to conclude Plaintiff had medically improved to
4 the point of no longer being disabled, a fact Lincoln acknowledged existed mere months
5 previously, and in fact Lincoln has no evidentiary basis for concluding Plaintiff medically
6 improved as of February 27, 2021.

7 34. Further, the failure to identify the “Disability Nurse Case Manager” is itself
8 a violation of ERISA, as under 29 C. F. R. § 2560.503-1(h)(3)(iv), any adverse benefit
9 determination from a group health plan as this Plan is, must “provide for the
10 identification of medical or vocational experts whose advice was obtained on behalf of
11 the plan in connection with a claimant’s adverse benefit determination, without regard to
12 whether the advice was relied upon in making the benefit determination.”

13 35. Lincoln further violated ERISA, under 29 C. F. R. § 2560.503-
14 1(g)(1)(vii)(A), as Lincoln is required to discuss the views presented both by the
15 claimant, as well as the health care professionals treating the claimant and the vocational
16 professionals who evaluated the claimant, instead falsely claiming “there have been on
17 [sic.] other treating providers imposing restrictions or limitations beyond January 18,
18 2021.”

19 36. Lincoln even admits that while Lincoln had the right to obtain an
20 examination of Plaintiff, they chose not to because: “an IME completed well beyond a
21 year after benefits has ended would not be an accurate review of restrictions and
22 limitations dating back to February 27, 2021.” Yet Lincoln provides no basis for asserting
23 Plaintiff’s coverage is limited to the date Lincoln terminated Plaintiff’s benefits, and
24 relies instead on Dr. Patel’s report which was not based on an actual examination of
25 Plaintiff, and the report of an unnamed “Disability Nurse Case Manager.”

26 37. Lincoln did not provide Plaintiff a full and fair review of Plaintiff’s appeal
27 of Lincoln’s termination of Plaintiff’s long-term disability benefits.

28 38. Pursuant to 29 U. S. C. § 1132, Plaintiff is entitled to recover unpaid
29 benefits, prejudgment interest, reasonable attorney’s fees and costs from Defendants.

1 39. Plaintiff is entitled to prejudgment interest at the legal rate pursuant to A.
2 R. S. § 20-462, or at such other rate as is equitable and appropriate to compensate her for
3 losses she incurred as a result of Defendants' nonpayment of benefits.

4 40. As a direct result of Lincoln decision to deny Plaintiff's disability claim and
5 failure to provide a full and fair review of Plaintiff's disability claim, she has been injured
6 and suffered damages in the form of lost long-term disability benefits, in addition to other
7 potential employee benefits she may have been entitled to receive through or from the
8 Plan and/or Company as a result of being found disabled. Plaintiff believes other
9 potential employee benefits may include but not be limited to, health and other insurance
10 related coverage or benefits, retirement benefits or a pension, life insurance coverage
11 and/or the waiver of the premium on a life insurance policy providing coverage for her
12 and her family/dependents.

13 41. Finally, under 29 U. S. C. § 1132(c)(1) Lincoln was obligated to provide
14 Plaintiff a copy of Plaintiff's claim file within 30 days of Plaintiff's request, a necessary
15 action to determine the merit of any civil action, and to verify the accuracy or Lincoln's
16 characterization of the evidence. A particularly important action given Lincoln's bad faith
17 actions identified throughout this complaint.

18 42. On May 27, 2022, Plaintiff through Counsel requested a complete copy of
19 Plaintiff's claim file and Lincoln's own internal notes confirm this request was received
20 by Lincoln that date.

21 43. On June 3, 2022, Lincoln misinformed Plaintiff that Plaintiff's claim file
22 was to be provided "under separate cover" but no such claim file was attached in any
23 format to Lincoln's notice.

24 44. On September 9, 2022, Plaintiff notified Lincoln that no claim file was
25 received and Lincoln was two months late in fulfilling their statutory obligations under
26 ERISA.

27 45. On September 15, 2022, Lincoln left a phone message for Plaintiff via
28 Counsel, asserting they had previously left a phone message directing Plaintiff to provide
29

1 an email address for receipt of Plaintiff's claim file yet Plaintiff never received any such
2 phone message.

3 46. On September 19, 2022 did Plaintiff finally receive a copy of Plaintiff's
4 claim file, 85 days late and there is no evidence within Lincoln's internal notes that any
5 phone message was sent suggesting Plaintiff was to provide a phone message, and it is
6 Defendant's responsibility to timely provide Plaintiff her claim file under ERISA.

7 47. As Lincoln's untimely disclosure after 115 days was not due to events
8 beyond the control of Lincoln, under 29 U. S. C. § 1132(c)(1) Plaintiff is entitled to
9 statutory damages calculated at a rate of \$100 per day after 30 days of delay, amounting
10 to \$8,500 in damages.

11 48. Lincoln did not provide Plaintiff a full and fair review of Plaintiff's appeal
12 of Lincoln's unreasonable termination of Plaintiff's long-term disability benefits and
13 Plaintiff is entitled to the immediate payment of the remaining 21 months of benefits
14 payments, which at a rate of \$4,052.88 per month amounts of \$85,110.48 in owed
15 benefits.

16 **COUNT 2 – Bad Faith and Violation of the Covenant of Good Faith and Fair**
17 **Dealing**

18 49. Plaintiff incorporates by reference the facts alleged in paragraphs 1-48.

19 50. An Insurer acts in bad faith where it "intentionally denies, fails to process,
20 or pay a claim without a reasonable basis." *Zilisch v. State Farm Mutual Auto Ins. Co.*,
21 196 Ariz. 234, 995 P.2d 276, 279 (Ariz. 2000).

22 51. The duty of good faith and fair dealing is implied in every contract.
23 *Rawlings v. Apodaca*, 151 Ariz. 149, 726 P.2d 565 (1986).

24 52. The legal test is whether "reasonable jurors could conclude that in the
25 investigation, evaluation, and processing of the claim, the insurer acted unreasonably and
26 either knew or was conscious of the fact that its conduct was unreasonable." *Id.*

27 53. Lincoln's position throughout the administrative claim is Plaintiff is not
28 limited in any way because purportedly Plaintiff's treating physician initially indicated
29 Plaintiff was not restricted or limited after surgery, yet, as claims administrator, Lincoln

1 is not free to ignore the fact that Plaintiff's treating physician's initial statement was
2 limited to Plaintiff's post-surgery restrictions.

3 54. Lincoln is required under ERISA to actually provide rationale for rejecting
4 the statements of Plaintiff's treating physicians, but in this matter Lincoln has not only
5 violated ERISA, but engaged in tortious bad faith by going beyond merely not providing
6 rationale for rejecting Dr. Peterson's medical statements, but in fact insisting instead that
7 they *do not exist*.

8 55. Lincoln's actions in misinforming Plaintiff of the basic facts of Plaintiff's
9 claim are egregious, harming Plaintiff beyond mere deprivation of her owed benefits, but
10 depriving Plaintiff of the opportunity to actually participate in the administration of
11 Plaintiff's claim, a right Plaintiff has under ERISA and a right *earned* by Plaintiff
12 through her years of working as a registered nurse for the Company.

13 56. Lincoln even dishonestly misinformed Plaintiff of the actual claims
14 administration process, stating Plaintiff was required to file an appeal within 180 days
15 when the Policy does not even *require* an appeal, prior to filing a civil action, yet Lincoln
16 insisted it did. The Policy also does not limit, or even address, the number of appeals
17 Plaintiff could file, yet Lincoln insists Plaintiff has precisely one.

18 57. Lincoln dishonestly misinformed Plaintiff that she had three years to file a
19 civil action after the date proof of continuing disability was required, when in fact the
20 Policy requires any such claim be filed within *two* years.

21 58. Lincoln dishonestly misinformed Plaintiff her treating physician Dr.
22 Peterson had affirmed Plaintiff was entirely not limited, at all, following her surgery, a
23 dangerous statement given Plaintiff is in fact subject to significant ongoing restrictions
24 *despite* her surgery as actually stated by Dr. Peterson.

25 59. Lincoln's choices in this matter amount to tortious bad faith in that not only
26 did Lincoln violate ERISA in failing in multiple duties Lincoln was required to carry out
27 as addressed in Count 1 above, in fact Lincoln consistently took advantage of Lincoln's
28 role as claims administrator in mischaracterizing the actual conclusions of Lincoln's own
29 experts, mischaracterizing the views of Dr. Peterson to Lincoln's own medical expert,

1 and terminated Plaintiff's long-term disability benefits despite being fully aware
2 Lincoln's own expert's report was not final absent a response from Dr. Peterson even
3 under the terms of Lincoln's own medical expert.

4 60. As a result of Defendants' tortious bad faith and violation of the covenant
5 of good faith and fair dealing Plaintiff has been damaged, in that: Plaintiff's benefits
6 remain unpaid, Plaintiff has incurred significant legal expenses, with further damages
7 accruing even today in an amount to be determined at trial.

8 WHEREFORE, Plaintiff prays for judgment as follows:

9 A. For an Order requiring Defendants to pay Plaintiff her long-term disability
10 benefits, and any other employee benefits as referenced herein that she may be entitled to
11 as a result of being found disabled pursuant to the Policy, from the date she was first
12 denied these benefits through the date of judgment and prejudgment interest (pursuant to
13 ARS § 44-1201(b)) thereon which amounts to as of the filing month of this complaint
14 \$85,110.48;

15 B. For an Order requiring Defendants to pay Plaintiff statutory damages in the
16 amount of \$8,500.00 in accordance with 29 U. S. C. § 1132(c)(1).

17 C. For attorney's fees and costs incurred as a result of prosecuting this suit
18 pursuant to 29 U.S.C. §1132(g);

19 D. Imposition of a constructive trust; and

20 E. For such other and further relief as the Court deems just and proper.

21 **DATED** this 15th day of December, 2022.

22 _____
/s/John E. Phillips

23 JOHN E. PHILLIPS,
24 Attorney at Law, P.C.
Attorney for Plaintiff
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VERIFICATION

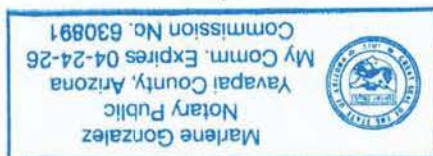
STATE OF ARIZONA)
)ss:
COUNTY OF YAVAPAI)

Susan Drake, being first duly sworn, under oath states:

1. I am the Plaintiff in the above-entitled matter.
2. I make this Verification based upon my personal knowledge, information or belief.
3. I have read the foregoing Complaint and know the contents therein.
4. The facts and matters alleged in the Complaint are true in substance and in fact to the best of my knowledge, except to those matters alleged on information and belief and, as to those I believe them to be true.


Susan Drake

SUBSCRIBED AND SWORN to before me on this 7th day of December, 2022,
by Susan Drake.




Notary Public

My Commission Expires:

04/24/26

